

U.S. Department of Justice

Washington, DC 20530

**Exhibit A to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** Furnish this exhibit for EACH foreign principal listed in an initial statement and for EACH additional foreign principal acquired subsequently. The filing of this document requires the payment of a filing fee as set forth in Rule (d)(1), 28 C.F.R. § 5.5(d)(1). Compliance is accomplished by filing an electronic Exhibit A form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

<b>1. Name and Address of Registrant</b> Mercury 300 Tingey St SE Washington DC 20003	<b>2. Registration No.</b>  6170
<b>3. Name of Foreign Principal</b> Globee	<b>4. Principal Address of Foreign Principal</b> 5 Geroev Nebesnoy Sontni Square, Suite 23 Kharkov 61001 Ukraine

**5. Indicate whether your foreign principal is one of the following:**

☐ Government of a foreign country<sup>1</sup>

☐ Foreign political party

☒ Foreign or domestic organization: If either, check one of the following:

☐ Partnership

☐ Committee

☐ Corporation

☐ Voluntary group

☐ Association

☒ Other (*specify*) non governmental organization

☐ Individual-State nationality \_\_\_\_\_

**6. If the foreign principal is a foreign government, state:**

a) Branch or agency represented by the registrant

NA

b) Name and title of official with whom registrant deals

NA

**7. If the foreign principal is a foreign political party, state:**

a) Principal address

NA

b) Name and title of official with whom registrant deals NA

c) Principal aim NA

<sup>1</sup> "Government of a foreign country," as defined in Section 1(e) of the Act, includes any person or group of persons exercising sovereign de facto or de jure political jurisdiction over any country, other than the United States; or over any part of such country, and includes any subdivision of any such group and any group or agency to which such sovereign de facto or de jure authority or functions are directly or indirectly delegated. Such term shall include any faction or body of insurgents within a country assuming to exercise governmental authority whether such faction or body of insurgents has or has not been recognized by the United States.

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8. If the foreign principal is not a foreign government or a foreign political party:

a) State the nature of the business or activity of this foreign principal.

Non profit international regional developmental agency

b) Is this foreign principal:

Supervised by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Owned by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Directed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Controlled by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Financed by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

Subsidized in part by a foreign government, foreign political party, or other foreign principal

Yes ☐ No ☒

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9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

NA

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Daniel Shuval

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**EXECUTION**

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit A to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit A December 13, 2016	Name and Title John Vin Weber	Signature /s/ John Vin Weber eSigned
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U.S. Department of Justice

Washington, DC 20530

**Exhibit B to Registration Statement****Pursuant to the Foreign Agents Registration Act of 1938, as amended**

**INSTRUCTIONS.** A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. Compliance is accomplished by filing an electronic Exhibit B form at <http://www.fara.gov>.

**Privacy Act Statement.** The filing of this document is required for the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide the information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov>.

**Public Reporting Burden.** Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant  Mercury	2. Registration No.  6170
3. Name of Foreign Principal  Globe	

Check Appropriate Box:

4. ☒ The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
5. ☐ There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
6. ☐ The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.
7. Describe fully the nature and method of performance of the above indicated agreement or understanding.  
see attached agreement

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Services related to Deputy Minister visit to the US.

9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes ☐ No ☒

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

#### EXECUTION

In accordance with 28 U.S.C. § 1746, the undersigned swears or affirms under penalty of perjury that he/she has read the information set forth in this Exhibit B to the registration statement and that he/she is familiar with the contents thereof and that such contents are in their entirety true and accurate to the best of his/her knowledge and belief.

Date of Exhibit B	Name and Title	Signature
December 13, 2016	John Vin Weber	/s/ John Vin Weber eSigned

Footnote: "Political activity," as defined in Section 1(o) of the Act, means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

# Mercury

## CONTRACT

**Non-Governmental Organization «International Agency for Regional Development «GloBee»** ("Client") hereby enters into this Contract ("Contract") effective as of December 1, 2016 ("Effective Date") to retain **Mercury Public Affairs LLC**, a Delaware limited liability company having a business address at 250 Greenwich Street, 36th Floor, 7 World Trade Center, New York, New York U.S.A. 10007-0040 ("Contractor"), as an independent contractor to perform the services described herein. The Client, is a nonprofit organization under the laws of Ukraine and acts to implement the goals and objectives stipulated by its charter.

By signing this contract, the Contractor agrees that the objectives of the contract meet the stated statutory goals of the Client. This is a common and coordinated cooperation in attracting investments and other funds for the development of Ukraine, development of international cooperation in attracting investments and assistance to the Ukrainian diaspora in the US, cooperation in the field of ecology, environmental protection and animal welfare, as well as in culture, arts, education, science, sports, entertainment and other similar areas of public life.

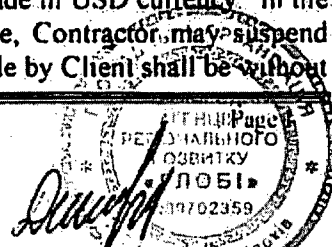
1. **The Services.** Client and Contractor agree that Client hereby retains Contractor to render services to the Client as specified in section 16 of this contract. In addition, subject to any limitations set forth in section 16 of this contract, Contractor will provide such other reasonable services as the parties shall mutually agree to in writing (together with the services identified in section 16 of this contract, the "Services") during the Term (as described below).

Under this contract the Contractor provides Services and the Client accepts these Services and pays for them under the Contract. "Services" means or may mean activities such as arranging exhibitions, conferences, seminars, and similar activities in the United States in the field of culture, art, education, science, sports, entertainment and other areas of public life, representing clients at these events, distribution, support and protection for United States values that are statutory goals of the Client, all as defined within the specific parameters of the description of Services in section 16 of this contract. Services are provided during the Term of this Contract.

2. **Payment Terms.** Client and Contractor agree that Contractor shall be entitled to receive and Client shall pay the fees, compensation and retainer set forth on this contract, which may be modified from time to time as mutually agreed to in writing. In addition, Client agrees to reimburse Contractor for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses will only be incurred with the approval of the Client. Initial payment of \$25,000.00 shall be made to Contractor due upon execution of the contract. The second and final payment of \$25,000.00 shall be paid three weeks in advance of Services to be realized in the U.S.

The total contract value is \$50,000.00. All payments will be made in USD currency. In the event that Client does not pay within the specified timeframe, Contractor may suspend provision of Services until payment is made. All payments made by Client shall be without

GloBee International GRNY contract revised 12012016 v2.docx



deduction or offset. The payment in any case shall not be later than 90 days from the date of service provision. Or if prepaid fees are made, the services must be provided within 90 days after the payment is made.

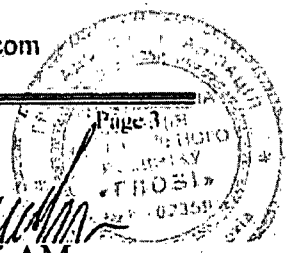
In addition, Client agrees to reimburse Contractor for reasonable and customary expenses actually incurred and properly documented in providing the Services. Such expenses over \$500.00 will be incurred only with the prior written approval of the Client. Reasonable and customary expenses shall be billed and paid monthly in the same manner as compensation. However, regardless of and in addition to said monthly billing of expense, in certain circumstances, such as expense incurred or to be incurred by travel or other expense, said circumstances to be determined within the sole discretion of the Contractor, the Contractor may elect to require the Client to pay for, directly and in advance, said expense prior to Contractor being obligated to undertake said travel, expense, or other obligation.

3. Term. The Term of this Contract shall begin on the Effective date and will continue in effect until January 31, 2017 (the "Term"). The Term of this Contract may continue on a month to month basis thereafter, if mutually agreed upon by both parties in writing.
4. Client Contact. Client shall designate to Contractor, from time to time in writing, the primary contact for reporting and billing purposes. Contacts are identified on Schedule 3. Contractor shall keep the primary contact for reporting purposes regularly informed as to the status of the performance of the Services in accordance with this Contract.
5. Independent Contractor Status. Contractor agrees that it is an independent contractor and not an agent or employee of Client and Contractor will not hold itself out as such an agent or employee. Contractor has no authority or responsibility to enter into any contracts on behalf of Client.
6. Non-Compete. Each party acknowledges that the other party's employees are a valuable asset of such party. Accordingly, each party agrees that during the term of this Contract and for one (1) year thereafter, such party shall not, directly or indirectly, knowingly recruit or solicit, or employ, engage as a contractor, or otherwise retain, any of the other party's employees who are involved in the performance of this Contract. Each party agrees that the other party's remedy at law for a breach of the provisions of this paragraph shall be inadequate and therefore the non-breaching party shall be entitled to injunctive relief for such breach, without proof of irreparable injury and without posting bond, in addition to any other right or remedy it might have.
7. Confidential Information/Trade Secrets. During the course of the performance of the Services, Contractor may have access to, have disclosed to it, or otherwise obtain information which Client identifies in writing or through labeling as being of a confidential and/or proprietary nature to it (the "Confidential Information"). Contractor shall use such Confidential Information solely in performance of its obligations under this Contract. Information shall not be deemed confidential if such information is: (i) already known to Contractor free of any restriction at the time it is obtained, (ii) subsequently learned from an independent third party free of any restriction, or (iii) available publicly.

8. Non-Exclusive/Performance. Client hereby acknowledges and agrees that Contractor shall, during the Term and thereafter, be entitled to perform and render services or conduct operations of a nature similar or dissimilar to the services or operations performed for Client under this Contract on behalf of itself or other entities in the same or similar business as Client and nothing contained herein shall preclude Contractor from doing so. Notwithstanding anything contained in this Section 8 to the contrary, Contractor represents and warrants that throughout the Term it will devote such personnel and resources in the performance of the Services as it deems reasonably necessary to perform such Services hereunder diligently and conscientiously.
9. Indemnification. Each party shall indemnify and hold harmless the other party, its principals, employees, officers and agents, (collectively, the "Indemnified Parties") from and against any and all liabilities, losses, claims, demands, actions, judgments, costs and expenses including but not limited to attorney's fees, arising out of or resulting from any negligence, gross negligence or willful misconduct by the indemnifying party, its employees, officers, directors and agents.
- Mechanics of Indemnity. Each party's indemnification obligations set forth herein are conditioned upon the Indemnified Parties: (i) giving prompt written notice of any claim, action, suit or proceeding for which the Indemnified Parties are seeking indemnity; (ii) granting control of the defense and settlement of the action to the indemnifying party; and (iii) reasonably cooperating with the indemnifying party with respect to the defense of the action. Notwithstanding the foregoing, the Indemnified Parties may, at their option and expense, participate in the defense or settlement of any claim, action, suit or proceeding covered by this Section 9.
10. Publicity. Client shall not use Contractor's name, logo, trademarks or service marks in any advertising, publicity releases, or any other materials without Contractor's prior written approval.
11. Assignment. Neither party shall assign this Contract or otherwise transfer, subcontract or delegate any of its rights and/or obligations hereunder without the prior written consent of the other and any attempt to do so will be void.
12. Notices. Any notice or other communication required or which may be given hereunder will be in writing and either delivered personally or mailed, by certified or registered mail, postage prepaid, or sent via facsimile or email, and will be deemed given when so delivered personally or if sent via facsimile, to a facsimile number designated below with receipt thereof confirmed electronically, or if mailed, 72 hours after the time of mailing as follows:

If to Contractor:

Mercury Public Affairs LLC  
509 Guisando de Avila, Suite 100  
Tampa, FL 33613  
United States of America  
Attention: Bibi Rahim  
Telephone: 813-908-1380  
Fax: 813-969-0368  
Email: DASAccounting@mercuryllc.com



If to Client:

Non-Governmental Organization «International  
Agency for Regional Development «GloBee»  
5, Geroev Nebesnoy sotni Square, Suite 23  
Kharkov 61001 Ukraine  
Attention: Daniel Shuval  
Telephone: +38 050 781 52 28  
Email: danielshuval@gmail.com

Either party may change the persons and address to which notices or other communications are to be sent to it by giving written notice of any such change in the manner provided herein for giving notice.

13. Governing Law. This Contract shall be governed by and construed in accordance with the Laws of the State of New York, United State of America applicable to agreements negotiated, executed and performed entirely within the State of New York, United States of America without regard to its conflicts of laws rules.
14. No Liability of Contractor Contractor shall bear no liability to Client for loss or damage in connection with advice or assistance by Contractor given in good faith performance of the Services.
15. Applicable Law—Dispute Resolution. This Contract is governed exclusively by the law of the State of New York and the United States of America, as applicable.

In the event of any dispute between the parties to this Contract concerning the terms of this Contract or matters related thereto, the parties shall first attempt as a condition precedent to further action to settle and resolve said dispute amicably and by agreement within thirty (30) days of a receipt of notice of a dispute by one party to the other party. Each party shall deal in good faith through representatives authorized and empowered to resolve the dispute.

In the event that said dispute cannot be settled and resolved amicably as set out above, said dispute shall be resolved exclusively and finally through arbitration as set out in this paragraph 15 and under the following terms and conditions:

- (a) All disputes arising out of or in connection with this Contract shall be finally settled and resolved under the Rules of Arbitration of the International Chamber of Commerce as are at present in force
- (b) Three arbitrators shall be appointed in accordance with said Rules.
- (c) The arbitration shall take place in Washington, DC, unless otherwise agreed to in writing by both parties to this Contract.
- (d) The language of the arbitration shall be English.
- (e) Each party shall produce documents originally drafted in English without translation. Any document drafted in a language other than English must be translated into English, properly certified as accurate, with said translation attached to the original document.



- (f) All findings, comments, orders, and the arbitration decision and award itself, in addition to all documents and communications of every sort used in the arbitration shall be in English.
- (g) The arbitrators may award compensatory damages under the terms of this Contract, but in no event shall the arbitrators award special, consequential, or punitive damages.
- (h) Each party shall initially bear its own expenses, including all costs and attorney's fees, in connection with presenting its case for arbitration, and the parties shall share equally in the costs and expenses of the arbitration process itself, including, but not limited to, the cost of the arbitrators. However, in the final award, the arbitral tribunal as described herein shall set and fix the costs of the arbitration and shall decide which party or parties shall bear and pay the costs and in what proportions.
- (i) Each party irrevocably waives any right it has or may have to a jury trial concerning any dispute concerning this Contract.

16. Services. Under this contract the Contractor provides services and the Client accepts these services and pays for them under the Contract. When service is understood services arranging exhibitions, conferences, seminars and similar activities in the United States in the field of culture, art, education, science, sports, entertainment and other areas of public life, representing clients at these events, distribution, support and protection for United States values that are the statutory goals of the client are understood under the "services". Services are provided during the Term of this contract. The exact list of services will be defined by the Parties through negotiations, including the usage of electronic communication, and will be reflected in the act of provided services upon the fact of their provision.

Contractor and Client will comply with the provisions of all federal, state and local laws, regulations, and requirements pertaining to the performance of services under this contract.

17. Compensation. For Services identified in section 16 of this contract, Client will compensate Mercury Public Affairs, LLC the following in U.S. dollars (\$):

\$50,000.00 total project fee

Payment of 50% (\$25,000.00) is due upon execution of the contract. No work will be done until this initial payment is received.

Payment of 50% (\$25,000.00) to be paid three weeks in advance of "Services to be realized in the U.S."

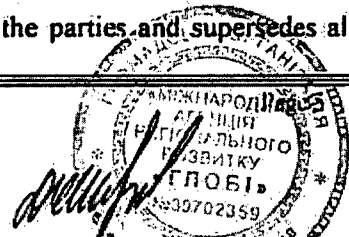
Payments shall be made by wire transfers to Contractor's bank per attached Schedule 2.

Polling expenditures and other expenditures including both production and placement will be billed in addition to the monthly retainer and will only be made with the approval of the Client.

18. General

(a) No amendments or modifications shall be binding upon either party unless made in writing and signed by both parties.

(b) This Contract constitutes the entire agreement between the parties and supersedes all



whether written or oral, between the parties respecting the subject matter hereof.

(c) In the event any one or more of the provisions of this Contract shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions of this Contract shall be unimpaired, and the invalid, illegal or unenforceable provision shall be replaced by a provision which, being valid, legal and enforceable, comes closest to the intention of the parties underlying the invalid, illegal, or unenforceable provision.

(d) This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together will constitute one and the same instrument.

(e) The parties hereto agree to perform any further acts and to execute and deliver any further documents which may be reasonably necessary or appropriate to carry out the purposes of this Contract.

(f) The section headings contained in this Contract are inserted for convenience of reference only and will not affect the meaning or interpretation of this Contract.

(g) Notwithstanding any provision to the contrary in this Contract, in no event shall Contractor be liable to Client (whether for damages, indemnification or any other claim) for an amount greater than the amount of compensation (and not reimbursement for expenses) actually paid to Contractor by Client for the Services.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date noted above.

Mercury Public Affairs LLC

By: 

Name: Mike McKean

Title: Partner

Date: 12 / 12 /2016

Non-Governmental Organization «International  
Agency for Regional Development «GloBee»

By: 

Name: Daniel Shuval

Title: Chairman

Date: 01 / 12 /2016

**SCHEDULE 1**

Contact Information

Non-Governmental Organization «International Agency for Regional Development  
«GloBee» 5, Geroev Nebesnoy sotni Square, Suite 23 Kharkov 61001, Ukraine

Attention: Daniel Shuval  
Telephone +38 050 781 52 28  
Email: [danielshuval@gmail.com](mailto:danielshuval@gmail.com)

**SCHEDULE 2**

Bank information for payments

Below please find our payment instructions for receipt of wires, ACHs or book transfers. The information is as follows:

Account Name: Mercury Public Affairs LLC

Account Number: [REDACTED]

ABA Number: [REDACTED]

or

SWIFT Code/BIC: [REDACTED]

Bank: Wells Fargo Bank, N.A.

Bank Address: 420 Montgomery Street  
San Francisco, CA 94163

Bank Contact: Paula M. Struckman  
Phone 612-667-8617

Payment notification email address: [DASaccounting@mercuryllc.com](mailto:DASaccounting@mercuryllc.com)

Bank information of Client

Account Number: [REDACTED]

Bank: 325365 Kredobank

Bank Address: 29a Yaroslava Mudrogo Street  
Kharkov, 61024

Bank Contact: Phone +38-032-297-08-37

